

APPLICATION FOR AMENDMENT TO PLAN FOR THE 21ST CENTURY: NEW ORLEANS 2030 (THE MASTER PLAN)

Complete Application Required: Use this form for all requests to amend Plan for the 21st Century: New Orleans 2030 (the Master Plan). The City will not process an application that does not have all the required items. To accept your application, each of the items listed under Required Components must be submitted at the same time.

Early Consultation: Prior to submitting an application, the applicant is required to set up a pre-application conference meeting with a City Planner to discuss the proposal. City Planning staff will provide the applicant with assistance and information on the application feasibility, decision criteria, review time, and whether a Neighborhood Participation Program (NPP) meeting is required.

Application Acceptance: All applicants are required to bring in one copy of the application package for informal review by a staff planner, prior to the formal application to ensure that the application is complete. Applications will be accepted at the City Planning Commission between 8:00 AM and 5:00 PM Monday through Thursday and between 8:00 AM and 3:30 PM Friday. No appointment is necessary for the formal application submittal; however, an appointment with a City Planner is necessary for the early consultation. Mailed, faxed or e-mailed applications will not be accepted.

Purpose: The Master Plan is a long-term vision for the future of New Orleans. It contains policy recommendations across a spectrum of topics, but with a particular focus on the built environment. Amendments reflecting updated information, changing trends, best practices, or community goals are generally either text changes or revisions to the Future Land Use Map (FLUM). Text amendments affect the policies of the comprehensive plan on a City-wide level. Map amendments influence the potential uses and development of specific properties. A FLUM amendment may affect a site's zoning designation when zoning is revised comprehensively or when a zoning change application is submitted. Text and map amendments must be consistent with the overall policy intent of the Master Plan. Justification for the change(s) within the context of the Master Plan is the responsibility of the applicant.

When to Apply and Process: In 2016, the amendment application period will begin on April 25th and close on July 29th. Once the amendment application packet is submitted for review, the City Planning Commission will arrange a public meeting and publish a notice in a local newspaper of general circulation at least fifteen days in advance of the meeting. In addition to the public meetings, the City Planning Commission will hold a public hearing(s) to approve, approve with modifications, or disapprove the proposed amendments. A staff report and recommendations will be available to aid the discussion. The Planning Commission's recommendation will be forwarded to the City Council for final disposition.

REQUIRED COMPONENTS

Amendment to Text of Master Plan

- Completed application form
- Reasons for change may address the following criteria:
 - Public benefits from the proposed change
 - · Health, safety & welfare
 - Evaluation of current public policy
 - Other factors
- FEE: \$1,500 (Only applies to Descriptions of Future Land Use Categories of Ch.14,Sec.C)

Accepted forms of payment include check, cashier's check, money order, Visa, MasterCard, & Discover.

Amendment to Future Land Use Map

- Completed application form (must be the property owner)
- Neighborhood Participation Program Report (see NPP Resource Guide)
- Reasons for change may address the following criteria:
 - · Change in land use trends
 - Impacts on neighboring property
 - Evaluation of existing zoning classification & the current future land use classification
 - · Public benefits from the proposed change
 - Health, safety & welfare
 - · Other factors
- Photographs of subject site
- FEE based on table below

Lots 0-4,999 sq ft \$1,000 Lots 25,000-74,999 sq ft \$3,000 Lots 5,000-24,999 sq ft \$2,000 Lots 75,000 sq ft or more \$4,000

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Intake Plannner BN	Date Recieved	7-27-16
Amount Received \$2000	Planning District_	5







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Date	7	27	16	
Tracking	Numbe	r	6-1683	

REQUEST FOR CHANGE IN TEXT OF MASTER PLAN REQUESTS OPEN TO ALL RESIDENTS

For text amendment changes, including changes to graphics, tables, or maps, the applicant must provide the chapter as well as the page number of the amendement that the applicant wishes to change. Proposed additions to the text should be underlined; proposed deletions from the text should be indicated by strikethrough. If the change is for a graphic, table, or map other than the Future Land Use Map(s), indicate the volume, chapter, and page number along with the title of the graphic, table, or map.

Volume	Chapter(s)	Page No(s)	Title(s)
Attach a copy of	current graphic, table, or map	o, if applicable.	
Specific propose	d change to text (if necessary,	applicant may submit addit	tional sheets):
	•		
REQUEST FO	OR CHANGE TO FUTUR	RE LAND USE MAP	уурган жана жана жана жана жана жана жана ж
MAY BE REQUEST	ED BY OWNER OF PROPERTY(S)		
For a change to	a Future Land Use Map, there r	must be a clear description	and map of the boundaries. The request ignation that is being requested for the are
If more than one	category is being requested, p	recise boundaries of each I	requested land use designation must be
the application.	idicated on maps. A statement	describing the reasons for	the requested change must be included in
Boundaries of A	rea (A separate applicaton is ne	eeded for each non-contigu	uous property)
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Square Number((s) 2064 00 7	Lot Number(s)	00 01
Square footage	<u> </u>	x 120 ft	
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Future Land Use	Map Designation (current stat	us) Residenti	W (RSF-POST)



City Planning	
Commission	

Date	
Tracking Number	

APPLICANT INFORMATION FOR AMENDMENTS TO THE MASTER PLAN

APPLICANTS FOR AMENDMENTS TO <u>FUTURE LAND USE MAPS (FLUM)</u> MUST BE THE OWNER OF THE SUBJECT PROPERTY

Applicant Type:	organization	public official/agency		property owner	other
Applicant Name (ar	nd org. name if ap	plicable) \(\frac{1}{2} \frac	no biva Li	L C	
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Phone 57)	1 - 908 - 8)833 Em	ail address SIM	one a domo	<u>diva .co</u>
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Phone			ail address		





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Date	
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ACKNOWLEDGMENTS

If ownership is joint, each owner must be listed. If multiple squares, then applicants must own not less than 50% of the land for which the amendment is requested. If ownership is a partnership, the Partnership Agreement must be included. If ownership is a corporation, Articles of Incorporation and a Board Resolution authorizing an individual or agent to sign on its behalf. If ownership is an LLC, Articles of Organization and legal documentation authorizing an individual or agent to sign on its behalf must be included. If necessary, applicant may be required to submit proof of ownership documents, such as copies of a recorded act of sale, act of exchange, act of donation, or other documents.

I (we) hereby affirm that ownership and property information presented on this application is current and accurate and I (we) acknowledge that inaccurate or incomplete ownership, improper authorization, or property identification will make this application and resulting actions null and void. I (we) the undersigned owner or authorized agent of the area of land described above, hereby submit for your approval the above-stated request.

Applicant Signature	Date
(Notarization is only required for application subject to a fee.)	
STATE OF LOUISIANA, PARISH OF ORLEANS	
Before me, the undersigned authority, personally appeared the full age of majority, who declared under oath to me, Not the property described above, and that their signatures wer qualified to sign. Sworn and subscribed before me this d	tary, that they are the owners or authorized agents of re executed freely and voluntarily and that they are duly
My Commission Expires WITH LIFE	P. HERNANDILLIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII
	No. 200 Paris

Al Ater Secretary of State

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ARTICLES OF ORGANIZATION

(R.S. 12:1301)



Domestic Limited Liability Company
Enclose \$75.00 filing fee
Make remittance payable to
Secretary of State
Do not send cash

Return to: Commercial Division
P. O. Box 94125
Baton Rouge, LA 70804-9125
Phone (225) 925-4704
Web Site: www.sos.louisiana.gov

1. The name of this limited liability company is: 2. This company is formed for the purpose of: (check one) Engaging in any lawful activity for which limited liability companies may be formed () (use for limiting activity) 3. The duration of this limited liability company is: (may be perpetual) 4. Other provisions:	DVA,
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executed the foregoing instrument, and acknowledged that he/she executed it as his/her free act a NOTARY NAME MUST BE TYPED OR PRINTED WITH NOTARY #	and deed.
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Nutary signature 1	110つ

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Al Ater Secretary of State



LIMITED LIABILITY COMPANY INITIAL REPORT (R.S. 12:1305 (E))

1.	The name of this limited liability company is: The Damo Diva, UC
2.	The location and municipal address, not a post office box only, of this limited liability company's registered office: 6463 McmpH15 New Orleans Ut 70124
3.	The full name and municipal address, not a post office box only, of each of this limited liability company's registered agent(s) is/are:
	- Same as above Simone Brunc
	6463 Memphis St., New Orleans, LA 70124
4.	The names and municipal addresses, not a post office box only, of the first managers, or the members:
	Cina a R.
	Simone Strine
	6463 Memphis St., New Orleans, LA 70124
	To be signed by each person who signed the articles of organization:
	Alimone Sun
	AGENT'S AFFIDAVIT AND ACKNOWLEDGEMENT OF ACCEPTANCE
l h	ereby acknowledge and accept the appointment of registered agent for and on behalf of the above med limited liability company.
	Registered agent(s) signature(s):
	Simone Su
ì	Daniel A. Post Notary Public - Bar No. 10822 Jefferson Parish, Louislana
Sw	orn to and subscribed before me, the undersigned Notary Public, on this date: July 20,2006 DTARY NAME MUST BE TYPED OR PRINTED WITH NOTARY#
	Notary Signature 11 2 11 2 12 2
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OPERATING AGREEMENT OF THE DEMO DIVA, L.L.C.

Upon valuable consideration, the persons named below as "Members" hereby covenant and agree to be bound to the following as their LIMITED LIABILITY COMPANY OPERATING AGREEMENT dated this 16th day of September, 2009 (this "Agreement" or this "Operating Agreement") for THE DEMO DIVA, L.L.C., a limited liability company organized under the laws of the State of Louisiana (hereinafter known as "the LLC"):

ARTICLE I DEFINITIONS

As used in this Operating Agreement, the following terms are to have the meaning as stated below:

"LLC" means "Limited Liability Company" and "the LLC" means The Demo Diva, L.L.C.

"LLC Units" or "Units" means measures of ownership in the LLC. The capital structure of the LLC shall consist of Units all of the same class with equal rights for all purposes under this Operating Agreement.

"LLC Unit Percentage" means, with respect to an LLC member, the percentage derived from the following fraction: number of LLC Units held by such Member divided by the total number of LLC Units held by all Members (and, thereafter, multiplying said fraction by 100 to arrive at a percentage).

"State Law" means the laws of the State of Louisiana.

"Vote in interest of LLC members" means a vote of the LLC members in which each LLC member shall have one vote per LLC Unit possessed; for example, a member possessing 150 LLC Units would have 150 votes in interest.

"Supermajority vote in interest of LLC members" means a vote of the LLC members in which each LLC member shall have one vote per LLC Unit possessed and the number of affirmative votes for any resolution before the members shall be more than 66% of the outstanding LLC Units. For example, if there are 1,000 outstanding LLC Units, 667 affirmative votes are required to achieve a Supermajority vote in interest upon a resolution before the members.

ARTICLE II GENERAL PROVISIONS

Section 2.1 <u>Formation</u>. Articles of Organization already have been filed with the appropriate State office. The Members have executed or caused to be executed all other instruments, certificates, notices and documents as may now or hereafter be required for the formation, valid existence and, when appropriate, termination of the LLC as a limited liability company under the laws of the State of Louisiana.

Section 2.2 Company Name. The name of the LLC is "The Demo Diva, L.L.C." or such other name or names as may be selected by the Members from time to time and its business shall be carried on in such name with such variations and changes as the Members deem prudent.

Section 2.3 <u>Purpose of the LLC</u>. The purpose of the LLC is to engage in any lawful act or activity for which a limited liability company may be organized under the laws of the State of Louisiana including, but not limited to, making profit.

Section 2.4 <u>Place of Business</u>. The business address of the LLC shall be determined by the Members. The LLC may from time to time have such other place or places of business, within or without the State of Louisiana, as the Members may decide.

Section 2.5 Registered Agent. The registered agent of the LLC shall be determined by the Members who shall also possess the power to remove or replace a currently serving LLC registered agent.

Section 2.6 <u>Business Transactions of a Member with the Company</u>. A Member may lend money to, borrow money from, act as surety, guarantor or endorser for, guarantee or assume one or more obligations of, provide collateral for, and transact other business with, the LLC and, subject to applicable law, shall have the same rights and obligations with respect to any such matter as a Person who is not a Member.

Section 2.7 <u>Company Property</u>. No real or other property of the LLC shall be deemed to be owned by any Member individually, but shall be owned by and title shall be vested solely in the LLC.

Section 2.8 No Term To Existence. The LLC's existence shall commence on the date of the filing of the Article of Organization with the appropriate state office and, thereafter, the LLC's existence shall be perpetual without term.

Section 2.9 <u>Accounting Period</u>. The close of the LLC's year for financial statement and federal income tax purposes shall be as determined by the Members.

ARTICLE III MEMBERS

Section 3.1 <u>Members</u>. The name, initial capital contribution, LLC Units and LLC Unit Percentage of the Members are set forth in the below table, which shall be amended from time to time to reflect the admission of new Members.

Member Name	Initial Capital Contribution	LLC Units	LLC Unit %			
Simone Bruni	\$ 1,000	1,000	100%			
Total	\$1,00	1,000	100%			

Section 3.2 <u>Admission of New Members</u>. New members may be admitted to the LLC by an affirmative Supermajority vote in interest of LLC members.

Section 3.3 No Liability of Members. All debts, obligations and liabilities of the LLC, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the LLC, and no member shall be obligated personally for any such debt, obligation or liability of the LLC solely by reason of being a member. This section does not prevent an LLC member, should he or she so choose, from separately agreeing to guaranty or otherwise become liable for a debt which is also one of the LLC.

Section 3.4 Access to Books and Records of LLC. Each LLC member shall have the right to inspect the books and records of the LLC during normal business hours after the giving of reasonable notice of this intent to the

LLC custodian of said documents and information; however, each member gaining access to the books and records of the LLC shall hold this information confidential and only use LLC information for the furtherance of LLC business and interests or for making investment decisions regarding the member's LLC interest. Upon withdrawal or departure as a member of an LLC, a member shall deliver all LLC books and records in his or her possession to the remaining LLC members or managers.

Section 3.5 Actions by the Members; Meetings; Quorum.

- a. The LLC members may take any action at a meeting in person, by proxy, or without a meeting by written resolution in accordance with Section 3.5(d). Meetings of LLC members may be conducted in person or by telephone conference. A voting proxy given by an LLC Member to another person must be in writing.
- b. Voting. Each LLC member shall be entitled to vote upon all matters for which LLC members have the right to vote. All LLC member votes shall be tallied by interest under which each member shall be entitled to one vote for each LLC Unit possessed (for example, a member possessing 150 LLC Units shall be entitled to 150 votes upon any matter submitted to the LLC Members for a vote). Each vote per LLC Unit shall carry the same weight and have the same value, for voting purposes, as every other LLC Unit. Should state law create statutory situations where LLC member votes are to be taken on a one vote per member basis, votes per member (as opposed to per LLC Unit interest) shall be limited to those specific circumstances under which state law requires such a vote.
- c. Unless another percentage is given elsewhere in this operating agreement or by state law, all LLC member votes on any matter shall require an affirmative vote in interest by LLC members of LLC Unit in excess of 50% of the outstanding total to pass or approve the motion, resolution, or otherwise take action by the LLC members. For example, if there are 1,000 LLC Units outstanding, a vote of 501 LLC Units in favor of a resolution is required for its passage unless the resolution involves a matter for which this operating agreement or state law requires a higher percentage.
- d. Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting if Members with the percentage of votes (per LLC units) sufficient to approve the action pursuant to the terms of this Agreement resolve thereto in writing and the writing or writings are filed with the LLC records of actions taken by Members. In no instance where action is authorized by written resolution shall it be required that a meeting of Members be called or notice be given; however, upon passage, a copy of the action taken by written resolution of the members shall be sent promptly to all LLC members.
- e. Meetings of Members may be called by any LLC member, or members, collectively holding 25% or more of the outstanding LLC Units upon seven (7) days written notice to the other LLC members. Notice of a meeting called for hereunder may be made by standard U.S. mail, electronic mail, or facsimile transmission and shall contain the time, place, and purpose of such meeting. A quorum for any action to be taken at a meeting of LLC members shall be LLC members present (in person, via telephone, or by proxy) holding more than 50% of the LLC Units. Any Member may through a written instrument waive the right to receive prior notice of a meeting of the Members as described herein.
- f. Notwithstanding any other provision of this Agreement, the following actions shall require a Supermajority vote in interest of the LLC members:
 - i. any merger, consolidation or other business combination;
 - ii. sale or other disposition of substantially all the assets of the LLC;
 - iii. dissolution of the LLC (unless Louisiana law requires another percentage);
 - iv. filing of a petition or commencing other proceedings seeking reorganization; liquidation, arrangement or other similar relief under any federal or state law relating to bankruptcy or insolvency;
 - v. the amendment or modification of any provision of this Agreement;
 - vi. the issuance of additional LLC Units (other than those issued pursuant to the founding of the LLC as set forth in Section 3.1 of this operating agreement) to any Member or other party

including any other individual, trust, estate, corporation, partnership, limited liability company or any other incorporated or unincorporated entity ("Person") permitted to be a member of a limited liability company under the Act;

vii. the removal of any Member;

viii. the decision to appoint managers for the LLC under Article IV hereof.

Section 3.6 Power to Bind the LLC. No LLC member or group of members acting in their <u>individual</u> capacity – separate and apart from action as LLC members pursuant to this operating agreement – shall have any authority to bind the LLC to any third party with respect to any matter.

Section 3.7 Members who are not individuals. Each Member who is an artificial entity or otherwise not an individual hereby represents and warrants to the LLC and each Member that such Member is: (a) duly incorporated or formed (as the case may be), (b) validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation, and (c) has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

Section 3.8 <u>Tax Matters Partner</u>. Simone Bruni is hereby designated as the LLC's "Tax Matters Partner" under Section 6231(a)(7) of the Internal Revenue Code of 1986, as amended (the "Code"), and shall have all the powers and responsibilities of such position as provided in the Code and the Treasury Regulations thereunder. The LLC members may remove or replace the Tax Matters Partner by a vote of the majority in interest.

ARTICLE IV MANAGEMENT

Section 4.1 Management of the LLC. This LLC shall be managed by its members; however, the LLC members reserve the right to appoint managers, who may also be members, at a later date.

ARTICLE V CAPITAL STRUCTURE

Section 5.1 <u>Capital Structure</u>. The capital structure of the LLC shall consist of one class of LLC Units each having equal rights under all provisions of this operating agreement.

Section 5.2 <u>LLC Units</u>. 1,000 LLC Units shall be issued to the Members, as set forth in Section 3.1 hereof, as part of the initial funding of the LLC; however, additional LLC units may be issued pursuant to a Supermajority Vote in interest of LLC Members.

Section 5.3 Capital Contributions.

a. Each Member shall contribute or shall have contributed, as an initial capital contribution ("Initial Capital Contribution") to the LLC the amounts set forth below. The breakdown between cash and noncash contributions by the Members is as set forth in Table 2 of Attachment 1 hereto.

Member Name	Initial Capital Contribution
Simone Bruni	\$1,000
Total	\$1,000

b. The Members shall complete their initial capital contributions to the capital contributions to the LLC within 20 days of the date of this agreement unless another date is agreed upon in writing by all the

LLC Members. Any Member who fails to make the required initial capital contribution as set forth in this paragraph shall indemnify all other Members of the LLC for any losses or expenses (including reasonable attorneys fees) that are caused by the failure to make the initial capital contribution as set forth herein.

Section 5.4 Additional Capital Contributions. Members may make additional capital contributions but shall not be required to do so.

Section 5.5 Raising Additional Capital. Additional capital may be raised by the LLC through sales of new LLC Units pursuant to an affirmative Supermajority Vote in interest of LLC Members, see Section 5.2 above. Any Member resolution authorizing the raising of additional capital through the sale of LLC Units shall state, in reasonable detail, the purposes and uses of such additional capital and the amounts of additional capital required.

Section 5.6. Withdrawal Of Initial Capital Contributions. Except upon the dissolution or liquidation of the LLC as set forth herein or the unanimous vote of all Members, no Member shall have the right to withdraw its initial capital contributions listed in Section 5.3 above.

Section 5.7. No interest shall be paid upon any member's capital account.

Section 5.8. Maintenance of Capital Accounts. An individual capital account shall be maintained for each LLC Member consisting of the member's capital contributions and (1) increased by that member's share of LLC profits, (2) decreased by that member's share of LLC losses, and (3) further adjusted as required or allowed by the Internal Revenue Code (Title 26 of the United States Code) and / or all published Treasury Regulations (Title 26 of the Code of Federal Regulations). In all cases, the capital accounts of the members shall be accounted for in accordance with the Internal Revenue Code (Title 26 of the United States Code) and or all published Treasury Regulations (Title 26 of the Code of Federal Regulations).

ARTICLE VI ALLOCATIONS AND DISTRIBUTIONS

Section 6.1 Allocations to Capital Accounts. Except as may be required by the Internal Revenue Code (Title 26 of the United States Code) or the Treasury Regulations (Title 26 of the Code of Federal Regulations) or this Operating Agreement, net profits, net losses, and other items of income, gain, loss, deduction and credit of the LLC shall be allocated among the Members ratably in proportion to each Member's LLC Unit Percentage. For example, if a Member has an LLC Unit Percentage of 45%, he or she shall be allocated 45% of all profits or losses (and other allocation items) for any given tax year.

a. Notwithstanding the foregoing, no item of loss or deduction of the LLC shall be allocated to a Member to the extent such allocation would result in a negative balance in such Member's capital account if other Members then have positive balances in their capital accounts. Such loss or deduction shall be allocated first among the Members with positive balances in their capital accounts in proportion to (and to the extent of) such positive balances and thereafter to Members in accordance with their Unit Percentages.

Section 6.2 <u>Tax Allocations</u>. In the case of any special tax allocations allowed under the Internal Revenue Code or Treasury Regulations, the method of allocation and formula determined by the Tax Matters Partner shall be followed so long as it complies with state law, the Internal Revenue Code, the Treasury Regulations, and fairly treats each Member. The method of tax allocation selected by the Tax Matters Partner shall be presumed to be "fair to all the members" and any Member or party challenging said allocation on these

grounds shall bear the burden of proof.

Section 6.3 <u>Distributions</u>. The LLC Members, by resolution issued pursuant to this agreement, may make distributions to the Members from time to time in amounts it deems appropriate; however, no distribution shall be declared or made if, after giving it effect, the LLC would not be able to pay its debts as they become due in the usual course of business or the LLC's total assets would be less than the sum of its total liabilities.

Section 6.4 <u>Family Partnership Savings Provision</u>. Notwithstanding anything in this Operating Agreement to the contrary, should any provision of this Operating Agreement, or any act of the parties, result in violation of the family partnership provisions of Internal Revenue Code Sec. 704(e) (as amended) or the regulations and cases thereunder, the Members may amend this Agreement, or take any other actions reasonably necessary to prevent or correct such violation.

ARTICLE VII TRANSFERS OF UNITS; WITHDRAWAL, DEATH, REMOVAL OF MEMBER

Section 7.1 <u>Transfer of LLC Units</u>. No Member shall have the right to sell, convey, assign, transfer, pledge, grant a security interest in or otherwise dispose of all or any part of its LLC Units other than as follows:

- a. Only upon the following conditions may an LLC Member assign, pledge or grant a security interest in its LLC Units: (a) the assignment, pledge or security interest shall not entitle the assignee, pledgee or security interest holder to participate in the management and affairs of the LLC, to become a Member, nor to vote the Member's LLC Units and (b) such assignee, pledgee, or security interest holder is only entitled to receive the distributions the Member would otherwise be entitled to absent the assignment, pledge, or security interest.
- b. To another LLC Member. Members may freely sell, convey or otherwise transfer their LLC Units to another Member without prior approval of the LLC Members.
- c. <u>To non-LLC Members</u>. Subject to other provisions in this section, no Member shall be entitled to sell, convey or otherwise transfer its LLC Units to a non-LLC Member without a prior affirmative Supermajority vote in interest of LLC Members. Prior to the vote of LLC Members upon a proposed sale, the Member seeking authorization of the sale or transfer of its LLC Units shall provide all other LLC Members with written documents detailing the exact terms of the proposed sale.
- d. <u>Creditors and spouses of Member</u>. Creditors of a member cannot vote a member's LLC units nor in any way assume ownership or management rights of a member in the LLC. At most, a creditor of a member is entitled to seek a court order attaching distributions made by the LLC on account of the member's LLC membership interest. A spouse or former spouse of a member stands in the same position as a creditor of a member under this agreement.

Section 7.2 Withdrawal Of Member.

- a. Members shall have the unilateral right to resign or withdraw at any time from the LLC.
- b. A Member is required to give thirty (30) days written notice to each of the other LLC Members to initiate a withdrawal. In this notice, the withdrawing Member shall state an effective date for his or her withdrawal and said date must be at least thirty (30) days after delivery of notice to all other LLC members and be the last day of a month (i.e., the 30th or the 31st). Upon receipt of said notice, the LLC Members shall promptly take any vote required under this agreement for withdrawal of a Member and, if the vote is in a sufficient affirmative percentage as called for under this agreement, the remaining LLC members shall cause a reasonably prompt preparation of financial statements for the LLC as of the effective date of withdrawal for said Member.
- c. Upon withdrawal, the withdrawing Member shall receive, in exchange for his or her LLC Units, the

- Withdrawal Compensation Amount to be paid within 1 year of the effective date of the Member's withdrawal.
- d. The "Withdrawal Compensation Amount" is defined herein as 100% of the withdrawing member's capital account.
- e. Should the LLC fail to perform upon its obligation under this section to make payments when due, in addition to any other remedies possessed, the LLC shall be liable to the withdrawing Member for interest upon the amount of any deficiency at the rate of 7% per annum (compounded annually) computed from the date that said deficient payment was due under this agreement.
- f. Any withdrawing LLC member possessing a negative capital account upon the effective date of withdrawal shall have a duty to repay the negative balance of his or her capital account to the LLC upon withdrawal.
- g. Upon withdrawal, the withdrawing Member shall have no continuing obligations to the LLC other than pursuant to state law, this Agreement or other applicable laws or such obligations as expressly assumed by such Members.
- h. A withdrawing Member shall retain the right to vote as an LLC member up until the effective date of his or her withdrawal, at which time, the withdrawing Member's LLC Units shall be considered transferred back to the LLC and the person who has withdrawn shall no longer be considered a member of the LLC. If a withdrawing Member was also a "manager" of the LLC, the withdrawing Member shall resign as a manager immediately upon giving notice of to the other LLC members of his or her intent to withdraw.

Section 7.3 Death Of Member.

- a. Upon the death of a Member, the remaining LLC members shall cause a prompt preparation of financial statements for the LLC as of the end of the month in which the Member died which shall be the effective date of death for the deceased Member for accounting purposes under this agreement. For purposes of this section, if LLC Units are titled in the name of a revocable trust, the trustee of said revocable trust shall be treated as the Member.
- b. The estate of the deceased Member (or his revocable trust if the LLC Units were so titled) shall receive, in exchange for his or her LLC Units, the Death Compensation Amount to be paid within 2 years of the effective date of the Member's death. The payments shall be made in two equal installments payable at the annual anniversary of the effective date of death with <u>no</u> interest being due nor owing upon the outstanding amount.
- c. The "Death Compensation Amount" is defined herein as an amount agreed upon between a majority in interest of the remaining LLC members and the estate of the deceased Member (or his or her revocable trust should the LLC Units been titled in its name) as the fair market value of the deceased Member's LLC Units. Should the parties be unable to agree upon a value for the deceased Member's LLC Units, they shall file a declaratory judgment petition with a court having jurisdiction where the LLC's principal place of business is located and ask that the court determine the fair market value of the deceased Member's LLC Units should the enterprise be sold on the open market, between a willing buyer and a willing seller, in a commercially reasonable manner upon the effective date of death.
- d. Should the LLC fail to perform upon its obligation under this section to make payments when due, in addition to any other remedies possessed, the LLC shall be liable to the deceased Member's estate or revocable trust (as the case may be) for interest upon the amount of any deficiency at the rate of 7% per annum (compounded annually) computed from the date that said deficient payment was due under this agreement.
- e. Upon death, the estate of the deceased Member (or his or her revocable trust, as the case may be) shall have no continuing obligations to the LLC other than pursuant to state law, this Agreement or other applicable laws or such obligations as expressly assumed by said Member.

Section 7.4 Removal Of Member.

- a. A Member may be involuntarily removed from the LLC <u>only</u> under either of the following circumstances: (1) the Member is required to provide services to the LLC (as reflected in this agreement), said Member is not substantially performing the promised services, and a Supermajority in interest of LLC Members vote for removal <u>or</u> (2) the Member has defaulted upon its obligations under this agreement to make capital contributions (or loans) to the LLC.
- b. In the case of a removal for failure to perform required services, 60 days prior to any vote to remove, the other LLC Members shall cause a notice to be issued to the Member in question stating that they shall bring to a vote of the LLC Members a motion to remove said Member within 60 days for unsatisfactory performance of required services and detail specific instances or tasks that were allegedly not satisfactorily performed. The other LLC Members shall then give the Member in question a good faith opportunity to cure the deficiencies in performance of services prior to the vote of removal. The period of this good faith opportunity to cure need not extend beyond 60 days. If the Member in question completes a cure within 60 days of receiving the aforementioned notice, then the motion pending before the LLC Members for removal shall be withdrawn.
- c. In the case of a removal for failure to make required capital contributions, 30 days prior to any vote to remove, the other LLC Members shall cause a notice to be issued to the Member in question stating that they shall bring to a vote of the LLC Members a motion to remove said Member within 30 days for nonpayment of required capital contributions. The Member in question shall then have 30 days within which to cure the default which shall consist of making all required capital contributions plus 7% per annum interest (compounded annually) upon the amount of any deficiency computed from the date said contribution was due to be made to the LLC. If the Member in question completes this cure within 30 days of receiving the aforementioned notice, then the motion pending before the LLC Members for removal shall be withdrawn and the Member in question shall, henceforth, be consider in good standing. If, however, the 30 day cure period expires and the Member in question fails to make the required capital contribution plus interest on the deficiency, then this Member shall be barred from voting on the motion for removal.
- d. If, after complying with the above notice and cure provisions, an affirmative vote of Supermajority vote in interest of LLC Members is made to remove the Member in question, then, as of that moment, this person shall no longer be entitled to exercise any rights, powers or privileges of a Member and his or her LLC Units shall be considered redeemed by the LLC. In the case of removal for failure to make required capital contributions, the Supermajority in interest shall be determined without regard to the LLC interest of the member to be removed. For example, if the member to be removed holds a 20% interest, only a Supermajority percentage of the remaining 80% LLC interest is required to effect removal.
- e. Upon the affirmative Supermajority vote in interest of LLC Members to remove a Member, the remaining LLC members shall cause a prompt preparation of financial statements for the LLC as of the end of the month in which the resolution was passed by the LLC Members removing said Member and this shall be the effective date of removal for the Member for accounting purposes only under this agreement.
- f. The removed Member shall receive in exchange for his or her LLC Units the Removal Compensation Amount to be paid within 1 year of the effective date of the Member's removal.
- g. The "Removal Compensation Amount" is defined herein as 100% of the removed member's capital account.
- h. Should the LLC fail to perform upon its obligation under this section to make payments when due, in addition to any other remedies possessed, the LLC shall be liable to the removed Member for interest upon the amount of any deficiency at the rate of 7% per annum (compounded annually) computed from the date that said deficient payment was due under this agreement.

DISSOLUTION OF THE COMPANY

Section 8.1 <u>Dissolution</u>. The LLC shall be dissolved upon the occurrence of the following event (hereinafter, a "Liquidation Event"): a Supermajority vote in interest of Members to dissolve the LLC. Despite any provision of state law to the contrary, no other event – including (but not limited to) the withdrawal, removal, death, insolvency, liquidation, dissolution, expulsion, bankruptcy, or physical or mental incapacity of a Member – shall cause the existence of the LLC to terminate or dissolve.

Section 8.2 Liquidation.

- a. Should a Liquidation Event occur, the LLC shall then be liquidated and its affairs shall be wound up including preparation of final financial statements and an accounting by (or at the direction of) the LLC Members. All proceeds from the liquidation shall be distributed in accordance with state law, and all LLC Units shall, thereafter, be canceled. Distributions to the Members shall be made in accordance, and proportion, with the Members' relative Capital Account balances.
- b. Final distributions to Members shall not be made until all liabilities have been satisfied and any contingent claims against the LLC have been resolved.
- c. Upon the completion of the liquidation and distribution of the LLC's assets, the LLC shall be terminated and the Managers shall cause the Company to execute and file a certificate of cancellation in accordance with state law.

ARTICLE IX Exculpation Of Liability: Indemnification

Section 9.1 Exculpation of Liability. Unless otherwise provide by law or expressly assumed, a person who is a Member or Manager, or both, shall not be liable for the acts, debts or liabilities of the LLC to third parties, i.e., persons other than the LLC or LLC Members.

Section 9.2 <u>Indemnification</u>. Except as otherwise provided in this Article, the LLC shall indemnify any Member or Manager (and may indemnify any employee or agent) of the LLC who was or is a party or is threatened to be made a party to a potential, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the right of the LLC, by reason of the fact that such person is or was a Member, Manager, employee or agent of the LLC. Indemnification shall be limited to expenses, including attorney's fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with the action, suit or proceeding, if, and only if, the person acted in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances. For persons other than Members or Managers of the LLC, indemnification shall only be made after an affirmative vote of a majority in interest of LLC Members.

ARTICLE X MISCELLANEOUS

Section 10.1 <u>Amendment of Operating Agreement</u>. This Agreement may be amended by, and only by, a written resolution setting forth in detail the amendment and signed by sufficient Members to reflect a Supermajority vote interest of LLC Members in favor of said amendment.

Section 10.2 <u>Successors</u>. This Agreement shall be binding upon all successors in interest of the Members which includes, but is not limited to, executors, personal representatives, estates, trustees, heirs, beneficiaries, assignees, nominees, and creditors of the Members.

Section 10.3 Counterparts. This Agreement may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart.

Section 10.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. Each Member, by signing this agreement, hereby submits to personal and subject matter jurisdiction in the State of Louisiana of any dispute between or among the Members, the LLC, and the LLC Managers connected to or regarding the business of, or investment in, the LLC.

Section 10.5 Severability; Standard for Interpretation. If it shall be determined by a court or other competent body that any provision or wording of this Agreement shall be invalid or unenforceable under state or other applicable law, such invalidity or unenforceability shall not invalidate the entire Agreement. Whenever two or more interpretations of the provisions or wording of this Agreement shall be possible, the interpretation or construction which leads to the enforcement and validity of any provision of this Agreement shall be favored and deemed to be the intended interpretation of the parties to this Agreement.

ATTACHMENT 1 MEMBER CAPITAL CONTRIBUTIONS AND REQUIRED SERVICES

TABLE 1 - REQUIRED CAPITAL CONTRIBUTIONS

Member Name	Total Initial Capital Contribution	Cash Capital Contribution	Noncash Capital Contribution				
Simone Bruni	\$ 1,000	\$ 1,000	(None)				
Total	\$ 1,000	\$ 1,000	(none)				

Note: Total initial capital contribution = cash contribution + noncash contribution.

TABLE 2 - REQUIRED SERVICES OF MEMBERS

Member Name	Required Service Time	Description of Services
Simone Bruni	Full time	Manage entire operation

IN WITNESS WHEREOF, the undersigned have duly executed this Operating Agreement as of the date first above written as Members:

11//11/11/1/

Simone Bruni

Tom Schedler Secretary of State

State of Louisiana Secretary of State



COMMERCIAL DIVISION 225,925,4704

Fax Numbers 225.932.5317 (Admin, Services) 225.932.5314 (Corporations) 225.932.5318 (UCC)

Name

Type

City

Status

THE DEMO DIVA, L.L.C.

Limited Liability Company

NEW ORLEANS

Active

Business:

THE DEMO DIVA, L.L.C.

Charter Number:

36234318K

Registration Date:

7/24/2006

Domicile Address

6246 MEMPHIS ST

NEW ORLEANS, LA 70124

Mailing Address

C/O SIMONE BRUNI

6246 MEMPHIS ST

NEW ORLEANS, LA 70124

Status

Status: **Active**

Annual Report Status: In Good Standing

File Date: 7/24/2006 Last Report Filed: 7/16/2015

Type: Limited Liability Company

Registered Agent(s)

Agent:

SIMONE BRUNI

Address 1:

6246 MEMPHIS ST

City, State, Zip:

NEW ORLEANS, LA 70124

Appointment

Date:

7/24/2006

Officer(s) Additional Officers: No

Officer:

SIMONE BRUNI

Title:

Member

Address 1:

6463 MEMPHIS

City, State, Zip: NEW ORLEANS, LA 70124

CASH SALE OF PROPERTY

UNITED STATES OF AMERICA

BY: HEATHER MEUNIER wife of and

STATE OF LOUISIANA

BRANDT J. PRAT

PARISH OF JEFFERSON

TO: THE DEMO DIVA, LLC

BE IT KNOWN that on this 16th day of February, 2016

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of State aforesaid, on the dates assigned and in the presence of the undersigned competent witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

HEATHER MEUNIER (SSN XXX-XX-7387) wife of and BRANDT J. PRAT (SSN XXX-XX-1172), both persons of full age of majority and residents of Orleans Parish, State of Louisiana, who declared unto me, Notary, that they have been married but once and then to each other with whom they are presently living and residing.

Mailing Address: 28 Rail Street, New Orleans, LA 70124

hereinafter referred to collectively as "SELLER" (notwithstanding that there may be more than one), who declared that Seller does, by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which Seller has or may have against all preceding owners and vendors, unto:

THE DEMO DIVA, L.L.C., (TIN: XX-XXX1563) a Louisiana limited liability company whose mailing address is 6246 Memphis Street, New Orleans, Louisiana 70124 represented herein by Simone Bruni, its member, duly authorized by a Certificate of Authority.

hereinafter referred to as "PURCHASER" (notwithstanding that there may be more than one), here present accepting, and purchasing for Purchaser, and Purchaser's successors, heirs and assigns, and acknowledging due delivery and possession thereof, all and singular, the following described property, to wit:

TWO CERTAIN LOTS OF GROUND, together with all rights, privileges, servitudes and advantages, thereunto belonging or in anywise appertaining, situated in the SECOND DISTRICT of New Orleans. In the New Orleans Land Company's Tract in SQUARE 270, thereof bounded by Memphis, Vicksburg, French Streets and Harrison Avenue, said Lots being designated by the NOS. 38 and 39 on the plan of the New Orleans land Company, adjoin each other and measures each twenty-five (25') feet front on Memphis Street, by a depth between equal and parallel lines of one hundred twenty-two and 76/100)122.76') feet, all as per plan on file in the City Engineers Office, and according to the survey of R. P. Rordam, C.E., dated March 6, 1937, blue print of which is attached to act of purchase of Eustis L. Kerner, said lots extend from Memphis Street to a common alley in the rear, by a depth of one hundred twenty-two feet, nine inches (122'9") between equal and parallel lines, which said plan of survey has been revised as of May 5, 1937, and August 19, 1941, as will appear from blue print thereof annexed to act before Franck Macheca, Notary, dated July 28, 1941.

Improvements thereon bear Municipal No. 6240 Memphis Street, New Orleans, Louisiana.

Being the same property acquired by Heather Meunier wife of and Brandt J. Prat by virtue of Act of Sale from Road Home Corporation, dated September 22, 2010, registered MIN 337278, in the Parish of Orleans, Louisiana.

THIS ACT IS MADE, EXECUTED AND ACCEPTED SUBJECT TO ANY AND ALL RESTRICTIONS, RIGHTS OF WAY AND ENCROACHMENTS OF RECORD, INCLUDING BUT NOT LIMITED TO THE FOLLOWING TO-WIT:

- Road Home Covenants filed CIN 464025
- 2. Release of Right of Reversion filed CIN 497464

This sale is made and accepted for and in consideration of the price and sum of Two Hundred Twenty thousand and 00/100 (\$220,000.00), Cash, which the said purchaser has well and truly paid, in ready and current money to the Seller, who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefor.

All taxes up to and including the taxes due and exigible in 2016 are paid, and taxes for the current year have been prorated between the parties hereto. The tax prorations are based upon the best available information obtainable at the time of closing. Any future adjustments on said differences shall be solely between Purchaser and Seller and Acquisition Title shall be held harmless. If Acquisition Title holds an estimated amount pending the issuance and/or receipt of the tax bill, Seller agrees to be responsible for any shortage in the estimated amount and Acquisition Title agrees to refund any overage in the estimated amount.

PURCHASER herein declared that all future notices of ad valorem tax bills and special assessments for the above described property presently for the tax year of 2017 bearing Tax Bill No. 206400722 are to be forwarded to:

The Demo Diva, LLC 6246 Memphis Street, New Orleans, LA

By reference to the Public Records of Orleans Parish, it does not appear that said property has been heretofore alienated by the Seller.

Seller represents and warrants: (1) that no other sale or grant of interest in said property has been, or will be made by vendor, and (2) that said property is not, and will not become subject to any lien or encumbrance by act or omission of the vendor, or claim against vendor, except as otherwise noted or excepted.

Conveyance, Mortgage and City, State and Parish Tax Research Certificates have been waived, and the parties hereto relieve, release and covenant to hold me, Notary, harmless from and against any and all liability and responsibility in connection therewith.

The parties hereto declare that they have not requested an Environmental Site Assessment and/or Environmental Impact Study of the herein conveyed property; nor have they requested any kind of study or evaluation of the property or the buildings thereon for any harmful pollutant or noxious substances (including asbestos); nor have they requested any opinion or evaluation of the usability of said property due to any considerations of the environment (including a declaration that the said property is "wetlands"). The parties further acknowledge that said Notary has advised them of the availability of obtaining any of the above evaluations or studies and they have chosen to proceed without such studies; and they do hereby relieve and release me, Notary, from any responsibility in connection therewith.

The parties hereto take cognizance that no surveys have been ordered for these properties, and they relieve, release and covenant to hold me, Notary, harmless from and against any and all liability and responsibility in connection therewith.

"Purchaser(s) or (their) representatives have fully examined and inspected the entire building(s) which comprise the premises prior to the execution of this agreement, and that Purchaser(s) know and (is/are) satisfied with the physical condition of the premises in all respects, including but not limited to, any visible or hidden termite infestation and resultant damage therefrom, and that same is acceptable to Purchaser(s) "AS IS" and that Purchaser(s) are not relying upon any representation, statements or warranties that have at any time been made by Seller(s), or their designated agents, as to the physical condition or state of repair of the premises in any respect, and that the purchase price takes into consideration the condition of the premises."

"Seller(s) and Purchaser(s) hereby acknowledge and recognize that this sale is in an "AS IS" condition, and accordingly, Purchaser(s) do hereby relieve and release Seller(s) and their Broker's Agents/Employees and all previous owners thereof from any and all claims for any vices or defects in said property, whether obvious or latent, known or unknown, easily discoverable or hidden, and particularly for any claim or cause of action for misrepresentation or redhibition pursuant to Louisiana Civil Code Articles 2520, et seq., or for diminution of purchase price pursuant to Louisiana Civil Code Articles 2541, et seq., or for fitness for Purchaser's ordinary use pursuant to Civil Code Article 2524, et seq..."

The Ďemo Diva, 以L⊄ By: Simone Bruni, Member

Heather Meunier Prat

THUS DONE AND PASSED, in duplicate originals, in Metairie, State of Louisiana on the 16th day of February, 2016, and in the presence of the undersigned competent witnesses, who hereunto sign their names with the said Appearers and me, Notary, after reading of the whole.

WITNESSES:

THERE SOG G

The Demo Diva, LLC

PURCHASER:

By: Simone Bruni, Member

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NOTARY PUBLIC

ROBERT J. DAIGRE

BAR #23016

My commission expires at my death.

THUS DONE AND PASSED, in duplicate originals, in Metairie, State of Louisiana on the 16th day of February, 2016, and in the presence of the undersigned competent witnesses, who hereunto sign their names with the said Appearers and me, Notary, after reading of the whole.

WITNESSES:

70005 OGG

1/2 /h-1-04/

SELLERS:

HEATHER MEUNIER PRAT

NOTARY PUBLIC

ROBERT J. DAIGRE

BAR #23016

My commission expires at my death.

CERTIFICATE OF AUTHORITY OF THE DEMO DIVA, L.L.C.

A meeting of the managers of THE DEMO DIVA, L.L.C. was held on this day of February, 2016, at the municipal address of the limited liability company in the Parish of Orleans, State of Louisiana, after due notice, with all managers present and voting. The following Certificate of Authority was adopted unanimously:

BE IT HEREBY RESOLVED, that Simone Bruni, authorized member of this limited liability company, is hereby authorized and empowered for and on behalf of this company to Purchase and/or Mortgage the following described properties for such price and on such terms and conditions as he deems fit and proper:

6240 Memphis Street, New Orleans, Louisiana Lot 38 & 39, Square 270, Second District

BE IT FURTHER RESOLVED that the said Simone Bruni, its authorized member, are hereby authorized to Purchase and/or Mortgage for the above described property on behalf of this company; to do any and all things she deems fit and proper in that capacity.

BE IT FURTHER RESOLVED that the said Simone Bruni, its authorized member, are hereby authorized to sign and execute on behalf of this company any and all documents, notarial acts, or other instruments in order to carry out the purpose of this Certificate of Authority; to do any and all other things as she, in her sole discretion, deem fit or proper to carry out this Certificate of Authority.

I, the undersigned Members of THE DEMO DIVA, L.L.C, do hereby certify that the above and foregoing is a true and correct copy of an Excerpt of the Minutes of a meeting of the managers held at the municipal address of the limited liability company on February 10016, with all managers present and voting.

THE DEMO DIVA, L.L.C.

By: Simone Bruni, Member

Neighborhood Participation Program Report

6240 Memphis Street, New Orleans, LA 70124

Date of Report: July 14, 2016

Project Name: Office at 6240 Memphis Street

Overview: This report provides results of the implementation of the Project Neighborhood Participation Program for the property located at 6240 Memphis Street near the corner of Harrison Avenue and Memphis Streets. The applicant intends to file an application for a change to the master plan which will ultimately rezone the property from to be to permit an office with parking on site. This report provides a summary of contacts with with citizens, neighbors, public agencies, and interested parties. Opportunities have been provided to learn about and comment on the proposed plans and actions. Comments, sign-in lists, summary sheets, and other materials are attached.

Contact:

Simone Bruni 6246 Memphis Street New Orleans, LA 70124 504-908-8833

Email: simone@demodiva.com

Neighborhood Meetings: The following dates and locations of all meetings where citizens were invited to discuss the applicant's proposal:

- 1. June 14, 2016 Demo Diva Office, 6246 Memphis Street, 7:00 PM to 9:00 PM, 16 people in attendance
- 2. July 12, 2016 Demo Diva Office, 6246 Memphis Street, 7:00 PM to 8:00 PM, 6 people in attendance

Correspondence and Telephone Calls:

- 1. June 6, 2016 letters mailed to contact list, including homes and businesses in a 500 foot radius
- 2. July 1, 2016 letters mailed to contact list, including homes and businesses in a 500 foot radius

Results:

There were 50 persons/addresses invite to the community meeting. See summary below:

- 1. Summary of concerns, issues, and problems:
 - Increased traffic on street and in adjacent neighborhood
 - Lack of parking on street
 - Impact on safety of children and families nearby
 - Appearance and aesthetic of a commercial building in the neighborhood
- 2. How concerns, issues, and problems will be addressed:
 - Provide off-street parking on property according to building code and regulations
 - Intend to design building with a residential appearance

- 3. Concerns, issues, and problems not addressed and why:
 - No architectural plans have been drawn up

Summary Sheet

6240 Memphis Street, New Orleans, LA 70124

On June 14th, 2016, we held our first meeting, notifying neighbors for a zoning change at Demo Diva office (6246 Memphis Street). 16 residents attended our meeting. We first presented our idea of a two-story commercial building with Demo Diva offices on the second floor and Reclaimed Diva wood flooring show room on the first floor. Neighbors expressed outrage and concern over moving trucks going up and down the streets. They also were concerned of on-street parking in front of their houses. I explained that I have a 10,000 square feet warehouse in Elmwood that is the wood mill that produces this flooring. No flooring would be sold out of this location; it would simply be a showroom. The neighbors were also concerned with the appearance of the building (if it would be contemporary, or have a residential look). I was adamant that I would maintain a residential-cottage, boutique look.

One week later, I met with City Planning and was notified that I had to have a meeting stating that I was applying for a change to the Master Plan prior to applying for a change to zoning. Therefore, I held a second meeting on July 12th, 2016. 6 people attended this meeting at Demo Diva office (6246 Memphis Street). In this second meeting, I stated that I was still moving forward with my application, but that I had heard their concerns and had decided to revamp my plans. Now, the building will be executive suites, but it will still be built to look residential.



June 6, 2016

My company, Demo Diva, owns the lot at 6240 Memphis Street, adjacent to our office. We would like to build a new office retail building. The second floor would be designated as our office space, and the first floor would be a show room for Reclaimed Diva wood flooring and boutique salvage items. Hours of operation would be 8 AM to 5 PM, Monday through Friday, 10 AM to 6 PM Saturday, and closed on Sunday.

Our application for zoning change from residential to commercial must be approved by the City Planning Commission and the City Council. Because you are a nearby neighbor or otherwise interested in the neighborhood, I am inviting you to a meeting where you can learn more about what we propose, and present questions or concerns. We are required to do this before we submit our application to the City Planning Commission.

The meeting will take place:

Tuesday, June 14th at 7:00 PM

Demo Diva, 6246 Memphis St, New Orleans, LA

This letter is being delivered through U.S. Mail and through hand delivery. At the meeting, I'll provide a sign-in sheet to obtain email addreses, so that I can keep you updated if there are any changes to the plans.

We are still working on the design of the building. Parking will be off street, on the property.

If you have any questions or comments, feel free to contact me by phone or e-mail.

Sincerely,
Simone Bruni Crouere
Owner of Demo Diva
simone@demodiva.com
504-908-8833

6246 Memphis St. New Orleans, LA 70124

P:504-486-4121 F: 504-486-4126

www.DemoDiva.com

NPP INFETING SIGN IN SNEET

MEMPHS NO.A

Project Name/Location:

•	ıct	Email Address	REBARCHIA COK. WET	Smeda 130 anail. com	4FAUST 1233 @gma: 1. com.	301-3151 Missdov Blood @MSKI.	SOUTH SECTIONS JODG JAMOO	Coddy Manghs St NOLA 70124 Soxt-4884250 Clavierian Dydronoon	NOLA 70124 504-455-7102 Kermey 2ay@gnail. Un	N.O.C. 70124 504 495-6151 6Rian, Ganly Domitile	504 473 chapterta amailion	504-65-2310 122yOrkinggmail.com	504 723 4049 plagnelle Jamal.com	504 669-3641 lakeviewair 12008egmai))				
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June, 14 2016	HO MEMPHIS	City, State, & Zip Phone Number Email Address	VO. 70124	NO, CA 70124	NO. UR 70124		HOLA RUCH	NOLA TOLAY	NOLA 70124	45107 870-U	holec	126194	Toiat	42101					
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Meeting Date/Time:	Meeting Location:	Organization	LC1A	RESIDENT	RESIDENT	egramod Resid	Resident	-	Resident	Raidont	Acs	Resident	(ezident	resident					
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Alyssa Wagstaff

From:

Simone Bruni

Sent:

Friday, June 17, 2016 3:02 PM

To: Subject: Alyssa Wagstaff Fwd: Neighbors

Print

Kind Regards,

Simone Bruni Crouere

President

The Demo Diva Demolition, LLC 6246 Memphis Street

New Orleans, LA 70124 Office: (504) 486.4121

Fax: (504) 486.4126 Cell: (504) 908.8833 http://www.demodiva.com

Begin forwarded message:

From: Daniel Bent < danbent@gmail.com > Date: June 15, 2016 at 10:52:33 AM CDT

To: diva@demodiva.com

Cc: Jennifer Bent < jenbent@cox.net>

Subject: Neighbors

Simone,

Thanks again for having the meeting last night with us and informing us of your intentions for the property. We know you could have taken the easy route, as most do in NOLA, and proceeded without advising the neighbors.

You have always been a great neighbor and we hope you decide to build a home on the lot and remain a neighbor. We have always been impressed with your success and know regardless of the zoning board decision you will always do well and continue to grow. The "growing" part however may be your hurdle with your neighbors, as Ryan stated "what happens when you outgrow this location?" this uncertainty may be a little to much for most of us.

We are sincere when we said what a great person you are and hope nothing but the best for you and Demo Diva.

Please feel free to contact us any time either by a call or a knock as you are always welcome.

Sincerely, Daniel and Jennifer 504 473-6641

- o Little Miss Muffin
- Lakeview Veterinary Clinic
- The types of products to be sold at the business will be large items made of wood, steel and other heavy materials that must be transported by large trucks. The service alley is in poor condition with large potholes from one end to the other. Increasing the heavy truck traffic will destroy what remains of the service alley. Further, we have a carport where we park our cars in the back of our house. We anticipate that trucks will be lining up to load and unload at your business and will block our driveway. And the noise.
- The volume of traffic on Memphis street is already high with the businesses that have been in place for years. Adding another business will create more problems. There are many young children on the block now, and vehicles of all types drive too fast down the block from Harrison Avenue.
- When cars park on both sides of the street, it makes it nearly impossible for emergency
 vehicles such as the fire trucks to get through. Although your business must include offstreet parking; hopefully, your business would be popular enough that more ample
 parking would be needed. The lot at 6240 Memphis is not large enough to accommodate
 but a few spaces.
- If you decided to vacate the building in a few years because it wasn't working out for you, we do not want to contemplate what might move in. This is a huge factor as you never know what might happen. Please understand that these reasons are not personal. These are concerns are raised from a family neighborhood perspective.

In summary, the lot you purchased is not suitable for a commercial business, hence the reason its residential zoning status, and should remain as such. We hope that you will consider opening the salvage boutique business elsewhere, perhaps closer to your present warehouse location, and allow the empty lot to have a family home on it someday. Thank you.

Sylvia and Earl Valois

On Jun 15, 2016, at 9:28 PM, Michelle < lakeviewgirl2008@gmail.com wrote:

Thank you Sylvia!

I also added Natalie to the email....

On Wed, Jun 15, 2016 at 9:00 PM, Sylvia Valois < svalois2000@yahoo.com> wrote:

I wrote but have not yet sent a letter responding to Simone about Tuesday night's meeting. I will share it with all of you by copying you when I send it to Demo Diva.

Sylvia

On Jun 15, 2016, at 8:41 PM, Michelle < lakeviewgirl2008@gmail.com wrote:

Hello Neighbors!!!

So nice to final meet some of you yesterday!! Please feel free to add any other neighbors to this list.

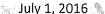
---Kearney, Natalie wasn't included because I wasn't sure what the 1st few letters were....sorry

Here's my contact info:

Michelle Heisser 6201 Memphis Street 504.669.3641 lakeviewgirl2008@gmail.com

Kindly,

Michelle Heisser





Dear Neighbor,

Thank you for attending the first meeting and voicing your feedback.

This letter is to notify you that I am submitting an application for a change to the Master Plan for 6240 Memphis Street.

In moving forward with my application for a change, I will be asking for 6240 Memphis to be zoned commercial in the Master Plan. I am not asking for a "spot zone"—a commercial zone that is remote and not touching other commercial properties. I am asking for a this proerty to be changed to commercial from residential. I am asking for Ciy Council to straighten the commercial boundary line. This is a logical request, as it is in line with the city square across 6 city blocks from Canal Boulevard to Orleans to French Street.

Because you are a nearby neighbor or otherwise interested in the neighborhood, I am inviting you to a meeting where you can learn more about what we propose, and present questions or concerns. This second meeting is my "in good faith" attempt to allay any fears or concerns of my neighbors. There will be no architectural renderings at this meeting. It is our intention to make our property look residential.

Demo Diva is proudly a New Orleans grown business. We are also a Lakeview grown business. I am committed not only to keepig my headquarters in Orleans Parish, but also to keeping my business in the very neighborhood where it was birthed.

The next meeting will take place: Tuesday, July 14th at 7:00 PM Demo Diva, 6246 Memphis St, New Orleans, LA

This letter is being delivered through U.S. Mail. At the meeting, I'll provide a sign-in sheet to obtain email addreses, so that I can keep you updated if there are any changes to the plans.

If you have any questions or comments, feel free to contact me by phone or e-mail.

Sincerely,
Simone Bruni Crouere
Owner of Demo Diva
simone@demodiva.com
504-908-8833

6246 Memphis St. New Orleans, LA 70124

P:504-486-4121 F: 504-486-4126 www.DemoDiva.com

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Alyssa Wagstaff

From:

Simone Bruni

Sent:

Thursday, July 14, 2016 12:11 PM

To:

Alyssa Wagstaff

Subject:

Fwd: Next Demo Diva Meeting

Kind Regards,

Simone Bruni Crouere

President

The Demo Diva Demolition, LLC

6246 Memphis Street

New Orleans, LA 70124

Office: (504) 486.4121

Fax:

(504) 486.4126

Cell: (504) 908.8833

http://www.demodiva.com

Begin forwarded message:

From: Simone Bruni < Simone@demodiva.com>

Date: July 9, 2016 at 3:58:10 PM CDT

To: Sylvia Valois <svalois2000@yahoo.com>

Cc: Earl Valois < evalois 2000@yahoo.com >, "clavierjean@yahoo.com"

<<u>clavierjean@yahoo.com</u>>, "<u>KearneyGay@gmail.com</u>" <<u>KearneyGay@gmail.com</u>>,

"josephahainesiii@gmail.com" <josephahainesiii@gmail.com>, Michelle

< lakeviewgirl2008@gmail.com >, "pborne1@gmail.com" < pborne1@gmail.com >,

"Brian.g. Early@gmail.com" < Brian.g. Early@gmail.com>, Adrienne Haines

<adriennehaines@hotmail.com>, Adrienne Haines < izzybufkin@gmail.com>, Ray Bergeron

<rcbarch@cox.net>

Subject: Re: Next Demo Diva Meeting

As not to waste anyone's time, this next meet on Tuesday, July 12, will have no new information. No architectural plans.

City Planning requires that I notify my neighbors that I am submitting for a change to the master plan. This is the first step to before getting a zoning change.

I heard all of your opinions and concerns about trucks. I have taken that into consideration and have abandoned the idea of my showroom.

As stated previously, my intent is to build a commercial building office space that looks or blends into a residential space as best as possible.

Look forward to your attendance.

Kind Regards,

Simone Bruni Crouere

President
The Demo Diva Demolition, LLC
6246 Memphis Street
New Orleans, LA 70124

Office: (504) 486.4121
Fax: (504) 486.4126
Cell: (504) 908.8833
http://www.demodiva.com

On Jul 9, 2016, at 9:11 AM, Sylvia Valois < svalois 2000@yahoo.com > wrote:

Simone,

Your letter of July 1 received by US Mail states the date of your next meeting as "Tuesday, July 14". This is incorrect. Tuesday is the 12th. So on which day / date is your meeting?

Sylvia

On Jul 6, 2016, at 11:42 AM, Adrienne Bufkin < izzybufkin@gmail.com > wrote:

Thank you for the update. I will contact Guidry's office.

On Jul 6, 2016 11:22 AM, "Sylvia Valois" <<u>svalois2000@yahoo.com</u>> wrote:

Received another letter from Demo Diva. She is undeterred and going forward with her plan. We need to involve Council woman Susan Guidry immediately and kill this proposal. If Susan Guidry opposes it Demo Diva can't do it. If Guidry knows about it and allows it shame on her. We all need to email and call her office!!! It's our block at risk here. If you don't do it, Demo Diva gets her commercial zoning granted.

Sylvia

On Jun 27, 2016, at 5:50 PM, Sylvia Valois < svalois2000@yahoo.com> wrote:

Hey did y'all respond to diva?

Sylvia

On Jun 15, 2016, at 9:00 PM, Sylvia Valois < svalois2000@yahoo.com> wrote:

I wrote but have not yet sent a letter responding to Simone about Tuesday night's meeting. I will share it with all of you by copying you when I send it to Demo Diva.

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Michelle Heisser 6201 Memphis Street 504.669.3641 lakeviewgirl2008@g mail.com

Kindly,

Michelle Heisser













